

AGENDA - TOWN BOARD MEETING

July 11, 2024

7:30 pm

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION

**PUBLIC HEARING: INTRODUCTORY LOCAL LAW #4 OF 2024 “AMENDING
SHORT TERM RENTALS IN THE TOWN OF WARWICK**

ACCEPTANCE OF MINUTES

1. Regular Meeting- June 27, 2024

CORRESPONDENCE (Addendum # 1):

-Board’s Discussion on Correspondence

VISITING OFFICIALS

REPORTS OF BOARDS AND DEPARTMENT HEADS:

- **Police**
- **DPW**
- **Water / Sewer**
- **Recreation**
- **Senior Liaison**

TOWN BOARD REPORTS

- **Councilman DeAngelo**
- **Councilman Kowal**
- **Councilman Mattingly**
- **Councilman Shuback**
- **Attorney Buckheit**
- **Town Clerk Astorino (Addendum #2)**
- **Supervisor Dwyer**

PRIVILEGE OF THE FLOOR (AGENDA ITEMS)

NEW BUSINESS / RESOLUTIONS (Addendum #3):

APPROVAL TO PAY AUDITED BILLS:

PRIVILEGE OF THE FLOOR (GENERAL):

NEXT MEETING: Thursday, August 8, 2024 @ 7:30pm

**PUBLIC HEARING: Thursday, August 8, 2024 @ 7:30pm or soon thereafter Introductory
Local Law #5 of 2024 an Amendment of Town Code to include a
parcel of Real Property, SBL#8-2-8.2, within the Agricultural
Protection Overlay District.**

MOTION TO ADJOURN:

**Addendum # 1
Page 1**

SARAH HADDEN – Superintendent of Schools, Greenwood Lake Union Free School District. Letter dated June 2024 to the Town Clerk thanking the Town for donating a Family Pool Pass to raffle off for their fundraiser to help the families displaced by the May storm.

RANDIE P. PATERNO –Notification Opulent Oasis LLC, 135 Walling Road, Warwick, NY 10990. Letter dated July 2, 2024 from Attorney Randie Paterno to the Town Clerk regarding a Notification to Municipality OCM-06009 of adult-use microbusiness required for applying for an Adult Use Microbusiness in the Town of Warwick.

GREENWOOD LAKE COMMISSION- Email to the clerk dated July 6, 2024. The C works diligently every year to ensure that the lake is healthy and safe for the community and some of you have reached out to us about a second treatment. We are happy to announce that, as of now, our plan is to apply an additional application of herbicides to treat the weeds, approximately July 15, 2024 – July 17, 2024. The timing of the application depends on the weed growth and weather conditions. If you would like to participate, please return your contribution payable to Greenwood Lake Commission by **SUNDAY JULY 14, 2024. You can also donate through our PayPal account via our website. If you have questions, please feel free to email us at info@gwlc.org. More information is also available on our website at www.gwlc.org. On behalf of the Greenwood Lake Commission, we would like to thank you for your interest in improving the overall health and water quality of Greenwood Lake. Please join us for our monthly meetings. The 4th Wednesday of each month @ 7pm via ZOOM or alternating locations at West Milford Library and the Senior Center in The Village of Greenwood Lake. See our calendar at www.gwlc.org for exact locations each month.**

JAMES SKOUFIS – Senator, 42nd District State of New York. Letter dated July 1, 2024 to the Supervisor regarding a grant for \$1,000,000.00 for costs associated with improvements to Airport and Mountain Lake Parks.

REUBEN KLINE –Gran Fondo National Series. Letter received July 1, 2024 to the Town Clerk thanking the town for its contribution for once again making the 12th annual Highlands Gran Fondo a great event.

KINGSLEY ONYECHE – Transportation Analyst, NYS Department of Transportation. Copy of Letter to Michael Villarosa from the Orange County Department of Public Works dated June 25, 2024 regarding Study # 824-6962/File#33.37-180 Speed Studies on Oil City Road Town of Warwick, Orange County T24-087.

SAM WALTER – Recreation Director, Town of Warwick. Email dated July 3, 2024 to the Supervisor requesting the fee be waived for Sustainable Warwick to use the lodge at the park for a presentation on cultivation of pollinator plants.

BRENDAN DONOHUE – Part-time Police Officer, Town of Warwick. Letter dated July 8m, 2024 to the Police Chief regarding his resignation.

**Addendum #1
Page 2**

JOHN RADER- Chief of Police, Town of Warwick. Memo to the Supervisor requesting a Budget Transfer to fund necessary purchases for firearms updates to coincide with a grant received as well as fund upcoming training needs in September & October.

CLINTON HAIMERL – Owner, Short Term Rental -342 Old Dutch Hollow Rd. Letter to the Town Board requesting to have a reduction in the penalty received for not adhering to the Town’s regulations for short-term rentals.

CONNOR SMITH – Shade Tree Commission Member, Town of Warwick. Email dated July 10, 2024 to the Clerk requesting re-appointment to the Shade Tree Commission.

TOWN CLERK REPORT

1. Bid Proposal for well water testing at Pine Island

1. (MHI) Miller Hydrogeologic Inc.
55 Main Street
Pine Bush, NY 12566
Bid Proposal: \$24,905.00

2. Ground Water Investigations
18 Bridge Street
Montgomery, NY 12549
Bid Proposal: \$45,000.00

2. Bid Proposal for Sand Replacement for Wickham Sewer District

1. Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
Bid Proposal: \$8,781.61

3. FEES COLLECTED – JUNE 2024

Interest in Town Clerk's Checking Account	\$8.73
MLP Apartments	\$150.00
MLP Art Studio	\$1,200.00
MLP- Cabins	\$7,200.00
MLP Cabins/Apartments	\$450.00
MLP Dance Studio	\$300.00
MLP Front Building	\$1,500.00
MLP- Indoor Theater	
MLP Kitchen	\$1,380.00
MLP Kitchen Per Hour	\$1,780.00
MLP Kitchen Storage	\$1,000.00
MLP Lodge Dining Hall	\$2,275.00
MLP Lodge Lounge	\$300.00
MLP Office Large Room	\$37.50
MLP – Serving Station	\$15.00
Pickleball Clinics	\$618.75
Pickleball Non Residents	\$550.00
MLP Pool – Adult	\$2,385.00
MLP Pool – Child	\$610.00
MLP Pool –Daily	\$497.00
MLP Pool Family	\$2,175.00

MLP NR Adult (Warwick Student)	\$125.00
MLP NR Child (Warwick Student)	\$80.00
MLP Pool NR Family (Warwick Student)	\$400.00
Replacement Pass	\$5.00
MLP Pool – Senior	\$1,635.00
MLP Swim Lessons	\$375.00
Wickham Woodland Manor Fee	\$500.00

Addendum #2
Page 2

MLP-Lake Access	\$70.00
Wickham Lake Permit Fee Resident New	\$40.00
Wickham Lake Permit Renewal – Resident	\$110.00
Marriage Certified	\$210.00
Returned Check Fee	\$20.00
Junk License	\$75.00
Photocopies	\$18.50
Photographs	\$10.00
Special Event Permit	\$125.00
Use of Kitchen Fee – Senior Center	\$100.00
Dog Impounds	\$155.00
Town Park Pavilion	\$125.00
Marriage License Fee	\$472.50
One Day Officiant	\$75.00
Dog Licensing	\$1,433.00
Conservation	\$41.87
Petition to add property to APO	\$625.00
Registrar Town of Warwick	\$310.00
Passive Boat Launch	\$10.00
Wickham Woodland Manor Deposit	\$600.00
MLP Deposit Cabin/Apartments	\$500.00
MLP Deposit Kitchen	\$300.00
MLP Deposit Lodge Lounge	\$300.00
MLP Deposit Lakeside Pavilion	\$200.00
MLP Deposit Lodge Dining Hall	\$2,400.00
Town Park Deposits	\$200.00
Total Local Shares Remitted	\$36,077.85

3. FEES PAID – JUNE 2024

NYS Dept. of Health	\$607.50
NYS Ag & Markets for Spay/neuter program	\$187.00
NYS Environmental Conservation	\$1,021.13
Village of Warwick for Registrar	\$1,570.00
Total Non-Local Revenues	\$3,385.63

**#R2024-292 SCHEDULE PUBLIC HEARING – INTRODUCTORY LOCAL LAW # 6
OF 2024 – AMENDING TOWN ZONING CODE ENTITLED
“AFFORDABLE HOUSING”**

Motion to schedule a Public Hearing for Introductory Local Law No. 6 of 2024 entitled “Amend Section 164-45J (100) of the Zoning Code - Affordable Housing”. Said hearing to be held on Thursday, August 8, 2024 at 7:30 p.m. or soon thereafter may the matter be heard at Town Hall, 132 Kings Highway, Town of Warwick.

**#R2024-293 APPOINT CHRISTIAN MOCHRIE AS LIFEGUARD AT MOUNTAIN
LAKE PARK**

Motion to appoint Christian Mochrie as a Lifeguard at Mountain Lake Park at a pay rate of \$15.00 per hour effective July 12, 2024.

#R2024-294 WAIVE MOUNTAIN LAKE PARK LODGE RENTAL FEE

Motion to waive rental fee at Mountain Lake Park Lodge to Sustainable Warwick for a presentation on cultivation of pollinator plants to be held on July 21, 2024.

**#R2024-295 ACCEPT RESIGNATION PART TIME POLICE OFFICER BRENDAN
DONOHUE**

Motion to accept the resignation of part-time Police Officer Brendan Donohue effective July 15, 2024.

#R2024-296 BUDGET TRANSFER – POLICE DEPARTMENT

Motion to authorize the following budget transfer for the purpose of funding necessary purchase for firearms updates to coincide with a grant received and to fund upcoming training needs in September and October:

FROM	TO	AMOUNT
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Maintenance Contract Radios NYCOMCO B02.00.3120.420	Firearms and Ammo B02.00.3120.432	\$8,500.00
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Maintenance Contract Radios NYCOMCO B02.00.3120.420	Training B02.00.3120.480	\$9,500.00
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**Addendum #3
Page 2**

R2024-297- AUTHORIZE SUPERVISOR TO SIGN CARTING CONTRACT

Motion to authorize the Supervisor to sign Carting Contract assignment with (IWS) Interstate Waste Services.

#R2024-298 ACCEPT BID FROM (MHI) MILLER HYDROGEOLOGIG INCORPORATED

Motion to accept bid from (MHI) Miller Hydrogeological Incorporated for Pine Island well testing at a cost not exceed \$24,905.00.

#R2024-299 RE-APPOINT CONNOR SMITH – TOWN SHADE TREE COMMISSION

Motion to re-appoint Connor Smith to the Town Shade Tree Commission for a term of (3) three years to expire August 31, 2027.

#R2024-300 CREATE POSITION WATER MAINTENANCE WORKER

Motion to create a position for Water Maintenance Worker pending Orange County approval.

#R2024-301 APPOINT PART-TIME WATER MAINTENANCE WORKER

Motion to appoint Conor DiGiovanni as a part-time Water Maintenance at a rate of \$18.00 per hour pending approval from Orange County.

#R2024-301 REQUEST TO SERVE ALCOHOL – CRISANNE ALTARO

Motion granting permission to Chrisanne Altaro to serve alcohol at the Wickham Woodland Manor on August 3, 2024. Certificate of Liability and Liquor Liability Insurance is on file in the Clerk's office.

#R2024-302 REQUEST TO SERVE ALCOHOL – SUZANNE LENDZIAN

Motion granting permission to Suzanne Lenzian to serve alcohol at the Mountain Lake Park on August 10, 2024. Certificate of Liability and Liquor Liability Insurance is on file in the Clerk's office.

#R2024-303 REQUEST TO SERVE ALCOHOL – ROXANNE WICKHAM

Motion granting permission to Roxanne Wickham to serve alcohol at the Mountain Lake Park on August 31, 2024. Certificate of Liability and Liquor Liability Insurance is on file in the Clerk's office.

#R2024-304 REQUEST TO SERVE ALCOHOL – MICHAEL WESLOWSKI

Motion granting permission to Michael Weslowski to serve alcohol at the Mountain Lake Park on August 11, 2024. Certificate of Liability and Liquor Liability Insurance is on file in the Clerk's office.

#R2024-305 REQUEST TO SERVE ALCOHOL – RICHARD HELD

Motion granting permission to Richard Held to serve alcohol at the Mountain Lake Park on August 6, 2024. Certificate of Liability and Liquor Liability Insurance is on file in the Clerk's office.



**SENATOR
JAMES SKOUFIS**
42ND SENATORIAL DISTRICT
STATE OF NEW YORK

ALBANY OFFICE:
ROOM 815
LEGISLATIVE OFFICE BUILDING
ALBANY, NY 12247
OFFICE: 518-455-3290

DISTRICT OFFICE:
45 QUAKER AVE., STE. 202
CORNWALL, NY 12518
OFFICE: 845-567-1270

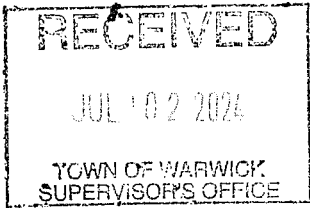
e-mail:
skoufis@nysenate.gov

CHAIR
INVESTIGATIONS & GOVERNMENT OPERATIONS

COMMITTEES
CORPORATIONS, AUTHORITIES & COMMISSIONS
ENVIRONMENTAL CONSERVATION
FINANCE
JUDICIARY
LABOR
LOCAL GOVERNMENT

July 1, 2024

Jesse Dwyer
Supervisor
Town of Warwick
132 Kings Highway
Warwick, NY 10990



Dear Supervisor Dwyer,

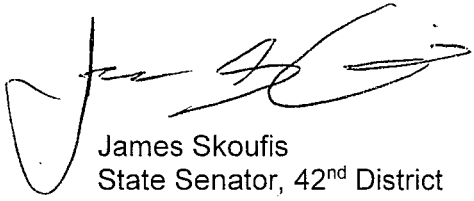
It is my pleasure to award the Town of Warwick a grant in the amount of \$1,000,000 for costs associated with improvements to town-owned Airport Park and Mountain Lake Park. Enclosed please find the "Community Resiliency, Economic Sustainability, And Technology Program (CREST) Preliminary Application" to complete and return by August 7, 2024.

Once we have received the completed application, we will submit it to New York State Senate Finance. Senate Finance will submit the sheet to the Dormitory Authority of the State of New York (DASNY), who will send you a due diligence package to complete, with a request for specific documentation. As the grant moves through DASNY, it will receive a formal project identification number and move through multiple "desk" audits to make sure all project details are ready for the approval phase. It will then move to the Division of Budget for approval. Once DASNY is notified that the grant has received all the necessary governmental approvals, two copies of the Grant Disbursement Agreement (GDA) will be sent to you. The GDA is the contract between DASNY and the grantee.

It is important to note that, while purchases made during the review process are eligible for reimbursement upon completion of the grant's review, advancing with the project prior to a GDA and final approval is done at your own risk. At a minimum, I strongly recommend no purchases be made with the anticipated funding until the project has received a formal identification number from DASNY. Please be advised that the full review is a lengthy process, often taking up to 18 months from start to end; my office and I will move to expedite the funding as quickly as possible.

If you ever need any status updates, have any questions or need any assistance throughout the grant process, please do not hesitate to contact Christine Rodriguez, my Senior Grants Specialist, at (845) 567-1270. Thank you for your cooperation and patience as well as your partnership on behalf of those we serve.

Sincerely,



James Skoufis
State Senator, 42nd District



Greenwood Lake Union Free School District

P.O. Box 8 • Greenwood Lake, NY 10925
(845) 782-8678 • fax (845) 782-8582
www.gwlufsd.org

Sarah Hadden
Superintendent of Schools

June 2024

Ms. Eileen Astorino,
Town Clerk/Registrar
Town of Warwick
132 Kings Highway
Warwick, NY 10990

RECEIVED

JUL 09 2024

TOWN OF WARWICK
TOWN CLERK

Dear Ms. Astorino:

“Giving is not about making the donation. It’s about making a difference.” ~Kathy Calvin

Please accept my gratitude for Town of Warwick’s role in the fundraiser that was held to help the families displaced by the May storm. The community really stepped up and came together when it was needed most.

By donating the Mountain Lake Park Pool Family Pool Pass, the Town of Warwick helped make the fundraiser a success and thereby directly making a difference in the lives of some of our Laker families. The Family Pool Pass was well received and a very popular bidding item in the Silent Auction.

All told, we raised about \$10,000, which will be dispersed among the families. We could not have done it without people like you. The Laker community is unlike any other!

Most Appreciatively,

Sarah Hadden

Existing Zoning Code Section 164-46J (100)

(100) In order to provide a choice of housing opportunities for a variety of income groups within the Town of Warwick, in accordance with the purposes of this chapter and the policies of the Comprehensive Plan, the Planning Board shall deny any application for a special use permit for a subdivision where affordable housing units are mandatory if the applicant does not comply, at a minimum, with the following requirements for affordable housing units:

[Added 9-11-2003 by L.L. No. 4-2003]

(a)

Subdivisions of land into 10 or more lots for single-family dwellings are required to include 10 percent of the total number of dwelling units within the subdivision as affordable housing units. As an incentive, a density bonus of 10 percent will be granted. For example, in a subdivision containing 10 lots, one lot must contain an affordable housing unit while in a subdivision containing 20 lots, two lots must contain an affordable housing unit; in the ten-lot example, one bonus lot would be approved for a total of 11 lots, while in the twenty-lot example, two bonus lots would be approved for a total of 22 lots. The Planning Board shall review the resources and public facilities available to the subdivision, including transportation, water supply, waste disposal and fire protection, during the mandatory SEQR review, to ensure the additional density being proposed will not create significant environmentally damaging consequences.

(b)

The requirement for affordable housing units shall be established by constructing new dwelling units or rehabilitating existing dwelling units on the site proposed for subdivision approval, subject to the special permit.

(c)

Siting of affordable units. All affordable units constructed or rehabilitated under this chapter shall be situated within the development so as not to be in less desirable locations than market-rate units in the development and shall, on average, be no less accessible to public amenities, such as open space, as the market-rate units.

(d)

Minimum design and construction standards for affordable units. Affordable housing units within market-rate developments shall be integrated with the rest of the development and shall be compatible in both interior and exterior design, appearance, construction and quality of materials with other units.

(e)

Timing of construction or provision of affordable units or lots. Where feasible, affordable housing units shall be provided coincident to the development of market-rate units, but in no event shall the development of affordable units be delayed beyond the schedule noted below:

Market-Rate Unit Affordable Housing Unit

Up to 30%	None required
30% plus 1 unit	10%
Up to 50%	30%
Up to 75%	50%
75% plus 1 unit	70%
Up to 90%	100%

Fractions of units shall not be counted.

(f)

Local preference. First preference for affordable housing units shall be given to existing residents of the Town of Warwick, second preference to residents of other towns but who work as municipal or school district employees in Warwick, third preference to other residents of Orange County, and fourth preference to all others as permitted by law. Proof of residency, such as a driver's license or voter registration card, will be accepted to determine residency.

(g)

Marketing plan for affordable units. Applicants under this chapter shall submit a marketing plan or other method approved by the Town, to the Planning Board for its approval, which describes how the affordable units will be marketed to potential homebuyers or tenants. This plan shall include a description of the lottery or other process to be used for selecting buyers or tenants.

(h)

Maximum incomes and selling prices; initial sale. To ensure that only eligible households purchase affordable housing units, the purchaser of an affordable unit shall be required to submit copies of the last three years' federal and state income tax returns and to certify, in writing and prior to transfer of title, to the developer of the housing units or his/her agent, and within 30 days following transfer of title, to the local housing trust, community development corporation, housing authority or other agency as established by the Town, that his/her or their family's annual income level does not exceed the maximum level as established by the Town of Warwick, and as may be revised from time to time.

(i)

Preservation of affordability; restrictions on resale. Each affordable unit created in accordance with this chapter shall have limitations governing its resale. The purpose of these limitations is to preserve the long-term affordability of the unit and to ensure its continued availability for affordable income households. The resale controls shall be established through a deed restriction on the property and shall be in force for a period of 40 years. All deeds of affordable housing units shall contain references to the restrictions on resale enumerated herein, and such restrictions shall be placed on the subdivision plat as a condition of approval.

[1]

Resale price. Sales beyond the initial sale to a qualified affordable income purchaser shall include the initial discount rate between the sale price and the unit's appraised value at the time of resale. This percentage shall be recorded as part of the restriction on the property noted in § 164-46J(100)(i) above. For example, if a unit appraised for \$100,000 is sold for \$75,000 as a result of this chapter, it has sold for 75 percent of its appraised value. If, several years later, the appraised value of the unit at the time of proposed resale is \$150,000, the unit may be sold for no more than \$112,500, 75% of the appraised value of \$150,000.

[2]

The Planning Board shall require, as a condition for a special use permit under this Zoning Law, that the applicant comply with the mandatory set-asides and accompanying restrictions on affordability, including the execution of the deed rider noted in § 164-46J(100)(i), above. The Building Inspector shall not issue a certificate of occupancy for any affordable unit until the deed restriction is recorded.

Proposed Zoning Code Section 164-46J (100) (Proposed revisions are redlined)

(100) In order to provide a choice of housing opportunities for a variety of income groups within the Town of Warwick, in accordance with the purposes of this chapter and the policies of the Comprehensive Plan, the Planning Board shall deny any application for a special use permit for a subdivision where affordable housing units are mandatory if the applicant does not comply, at a minimum, with the following requirements for affordable housing units:

[Added 9-11-2003 by L.L. No. 4-2003]

(a)

Subdivisions of land into 10 or more lots for single-family dwellings are required to include 10 percent of the total number of dwelling units within the subdivision as affordable housing units. As an incentive, a density bonus of 10 percent will be granted. For example, in a subdivision containing 10 lots, one lot must contain an affordable housing unit while in a subdivision containing 20 lots, two lots must contain an affordable housing unit; in the ten-lot example, one bonus lot would be approved for a total of 11 lots, while in the twenty-lot example, two bonus lots would be approved for a total of 22 lots. The Planning Board shall review the resources and public facilities available to the subdivision, including transportation, water supply, waste disposal and fire protection, during the mandatory SEQR review, to ensure the additional density being proposed will not create significant environmentally damaging consequences.

(b)

The requirement for affordable housing units shall be established by constructing new dwelling units or rehabilitating existing dwelling units on the site proposed for subdivision approval, subject to the special permit.

(c)

Siting of affordable units. ~~All~~ Where feasible, affordable units constructed or rehabilitated under this chapter shall be situated within the development so as not to be in less desirable locations than market-rate units in the development and shall, on average, be no less accessible to public amenities, such as open space, as the market-rate units. In determining feasibility, the Planning Board may consider an applicant's hardship and such factors as house prices, prevailing interest rates, land acquisition costs, infrastructure costs, construction costs, prevailing economic conditions, subdivision layout, lot sizes and the applicant's ability to realize a reasonable return as demonstrated by competent financial evidence.

(d)

Minimum design and construction standards for affordable units. Where feasible, ~~A~~affordable housing units within market-rate developments shall be integrated with the rest of the development and shall be compatible in both interior and exterior design, appearance, construction and quality of materials with other units. In determining feasibility, the Planning Board may consider an applicant's hardship and such factors as house prices, prevailing interest rates, land acquisition costs, infrastructure costs, construction costs, prevailing economic conditions, subdivision layout, lot sizes and the applicant's ability to realize a reasonable return as demonstrated by competent financial evidence.

(e)

Timing of construction or provision of affordable units or lots. Where feasible, affordable housing units shall be provided coincident to the development of market-rate units, but in no event shall the development of affordable units be delayed beyond the schedule noted below:

Market-Rate Unit Affordable Housing Unit

Up to 30%	None required
30% plus 1 unit	10%
Up to 50%	30%
Up to 75%	50%
75% plus 1 unit	70%
Up to 90%	100%

Fractions of units shall not be counted.

(f)

Local preference. First preference for affordable housing units shall be given to existing residents of the Town of Warwick, second preference to residents of other towns but who work as municipal or school district employees in Warwick, third preference to other residents of Orange County, and fourth preference to all others as permitted by law. Proof of residency, such as a driver's license or voter registration card, will be accepted to determine residency.

(g)

Marketing plan for affordable units. Applicants under this chapter shall submit a marketing plan or other method approved by the Town, to the Planning Board for its approval, which describes how the affordable units will be marketed to potential homebuyers or tenants. This plan shall include a description of the lottery or other process to be used for selecting buyers or tenants:

(h)

Maximum incomes and selling prices; initial sale. To ensure that only eligible households purchase affordable housing units, the purchaser of an affordable unit shall be required to submit copies of the last three years' federal and state income tax returns and to certify, in writing and prior to transfer of title, to the developer of the housing units or his/her agent, and within 30 days following transfer of title, to the local housing trust, community development corporation, housing authority or other agency as established by the Town, that his/her or their family's annual income level does not exceed the maximum level as established by the Town of Warwick, and as may be revised from time to time.

(i)

Preservation of affordability; restrictions on resale. Each affordable unit created in accordance with this chapter shall have limitations governing its resale. The purpose of these limitations is to preserve the long-term affordability of the unit and to ensure its continued availability for affordable income households. The resale controls shall be established through a deed restriction on the property and shall be in force for a period of 40 years. All deeds of affordable housing units shall contain references to the restrictions on resale enumerated herein, and such restrictions shall be placed on the subdivision plat as a condition of approval.

[1]

Resale price. Sales beyond the initial sale to a qualified affordable income purchaser shall include the initial discount rate between the sale price and the unit's appraised value at the time of resale. This percentage shall be recorded as part of the restriction on the property noted in § 164-46J(100)(i) above. For example, if a unit appraised for \$100,000 is sold for \$75,000 as a result of this chapter, it has sold for 75 percent of its appraised value. If, several years later, the appraised value of the unit at the time of proposed resale is \$150,000, the unit may be sold for no more than \$112,500, 75% of the appraised value of \$150,000.

[2]

The Planning Board shall require, as a condition for a special use permit under this Zoning Law, that the applicant comply with the mandatory set-asides and accompanying restrictions on affordability, including the execution of the deed rider noted in § 164-46J(100)(i), above. The Building Inspector shall not issue a certificate of occupancy for any affordable unit until the deed restriction is recorded.



**Department of
Transportation**

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MacMILLAN, P.E.
Regional Director

June 25, 2024

Michael Villarosa, P.E
Orange County Department of Public Works
P.O Box 509
Goshen, NY 10924

RECEIVED
JUL 01 2024
TOWN OF WARWICK
TOWN CLERK

Re: Study# 824-6962/ File #: 33.37-180
Speed Studies on Oil City Road
Town of Warwick, Orange County
T24-087

Dear Mr. Villarosa:

Thank you for your letter to the New York State Department of Transportation (NYSDOT), dated March 22, 2024., requesting a speed limit reduction on Oil City Road between the Town of Minisink line and Liberty Corners Road in the Town of Warwick, Orange County.

A formal speed study has been completed at this location. The study included a field review of the roadway geometry and physical conditions on Oil City Road in the Town of Warwick.

The field review found that the development and characteristics on Oil City Road have not changed within the last ten years, therefore NYSDOT does not recommend any change to the existing 40 MPH speed limit. A reduced speed limit would not reflect the actual operating conditions of the roadway and consequently not be adhered to by the majority of motorists. It is also the responsibility of the Town of Warwick Department of Public Works to determine if certain existing conditions on the roadway may require additional signing.

Thank you for your interest in and support for the transportation system. If you have any questions or need additional information, please feel free to contact me at (845) 437-3320 and reference T24-087.

Sincerely,

C. Kingsley Onyeche
Transportation Analyst

cc: The Honorable Eileen Astorino, Town Clerk, Town of Warwick



Gran Fondo National Series
217 N Stratton Street, Gettysburg, PA 17325 | 765-347-BIKE

RECEIVED

JUL 01 2024

TOWN OF WARWICK
TOWN CLERK

Dear Eileen,

From all of us at Gran Fondo National Series we would like to thank you for your contribution for once again making the 12th annual Highlands Gran Fondo, held on June 2, 2024, a great event.

For the fourth year in a row, registration sold out. We once again received positive feedback from participants regarding the route and local services. We look forward to working with all of you to continue enhancing this annual event. Please pass our gratitude on to all those in your organization who helped make this event a success. To note we have maintained the same number of riders over the last four years and do not intend to increase the number of participants in the coming years.

Through this event we strive to make a difference in the community by partnering with local and regional community groups. We are proud to make donations to several organizations, including Boy Scouts of America Troop #49, who foster participation of the area's youth and immerse them into health recreational activities through assisting at event aid stations. This year we were able to donate \$3000 to Troop #49.

Gran Fondo National Series is dedicated to continuing our initiative to this nationally recognized cycling event. Please mark your calendar and save the date of Sunday, June 1, 2025, for the 13th annual Highlands Gran Fondo.

Please contact us with your thoughts and improvement ideas. We strive to improve in any way possible, and your feedback is highly encouraged. Thank you!

Sincerely,

A handwritten signature in black ink, appearing to read "Reuben Kline", written in a cursive style.

Reuben Kline
Gran Fondo National Series
www.GranFondoNationalSeries.com



RANDIE P. PATERNO, P.C.

July 2, 2024

RECEIVED

JUL 03 2024

TOWN OF WARWICK
TOWN CLERK

Via: Overnight Delivery

Warwick Town Clerk
Attn: Eileen Astorino
132 Kings Highway
Warwick, N.Y. 10990

Re: Opulent Oasis LLC

To Whom it May Concern:

Enclosed please find a **REVISED** New Establishment License notification for Opulent Oasis, LLC. Please note that the initial notification mistakenly had the wrong business address and the enclosed notification is being provided to correct said error. If you have any questions please do not hesitate to contact me at (914) 305-2183.

Sincerely,

A handwritten signature in black ink, appearing to read 'Randie P. Paterno', written over a horizontal line.

Randie P. Paterno



RE: Notification of microbusiness (with retail authorization) application

License Type: New Establishment

Previous DBA: _____

License Number (if applicable): _____

Applicant Name: Opulent Oasis, LLC

Phone Number: (914) 305-2183

Email Address: randie@randiepaternolaw.com

Dear Municipal Clerk/NYC Community Board:

This serves as notification that I (name) Randie P. Paterno

of (dba) Opulent Oasis, LLC

intend to, or have, file(d) an application for licensure with the Office of Cannabis Management

to open a(n):

- retail dispensary premises (new or additional)
- registered organization with dispensing (or ROD)
- microbusiness

in (county name) Orange County. This business, once the license is approved, shall be located

at:

Address Line 1: 135 Walling Road

Address Line 2: _____

City: Warwick

Zip code: 10990

The mailing address is (if different from business location):

Address Line 1: 12 Berkley Drive

Address Line 2: _____

City/Town/Village: Rye Brook

State: NY

Zip code: 10573

(As applicable, name of business if different from above) has _____
retained the legal services of (attorney or representative)

Name: _____

Address Line 1: _____

Address Line 2: _____

City/Town/Village: _____

State: Zip code: _____

Telephone with area code: _____

If the municipality or community board would like to express an opinion to the Cannabis Control Board, they must respond to this notification within 30 days by emailing an opinion to municipalities@ocm.ny.gov. This expressed opinion must be on official municipality or community board letterhead.

If the municipality or community board would like to request a one-time 30 day extension for the municipality or community board to provide their opinion, or if the municipality or community board has any comments, concerns, or questions, they must reach out to the Office at municipalities@ocm.ny.gov with "Notification to Municipalities Municipality Opinion 30 Day Extension Request – [Insert municipality or community board name here]" in the subject line. Municipalities or community boards should be sure to provide proof of the date of receipt of the Notification to Municipalities that they wish to request an extension of time for submitting a municipality opinion. Any request that does not include such information will be rejected as incomplete.

Signed **Randie P. Paterno** Digitally signed by Randie P. Paterno
Date: 2024.07.02 09:54:51 -04'00'

Today's date: 7/2/24

Print Randie P. Paterno

CONFIDENTIAL

Cottage Carting, Inc. DBA Marangi Disposal
PO Box 398, 366 Highland Ave Ext,
Middletown, NY 10940

June 26, 2024

VIA EMAIL AND COURIER

Town of Warwick
132 Kings Highway
Warwick, NY 10990

Email: _____

Re: Consent to Assignment of Contract to IWS

Ladies and Gentlemen:

Reference is made to that certain **Agreement dated December 6, 2022** (as amended or extended, the "**Agreement**"), by and between **Cottage Carting, Inc. DBA Marangi Disposal** (the "**Company**") and **TOWN OF WARWICK** (the "**Consent Party**").

The Company is pleased to inform you that it is currently under contract to sell substantially all of its assets (the "**Transaction**") to **Interstate Waste Services, Inc. ("Purchaser")**, a leading waste collection and recycling company offering high-quality services to customers throughout New York, NJ and CT. If the Transaction occurs, the Transaction will include an assignment and transfer of the Agreement by the Company to Purchaser (the "**Assignment**"). In connection with the Transaction, we are requesting your consent to the Assignment.

Notwithstanding anything in the Agreement to the contrary, and contingent upon the consummation of the Transaction, we hereby request your written consent to the Assignment by signing in the space provided below and returning an executed copy to us. By signing below, the Consent Party unconditionally and irrevocably, (i) consents to the Assignment and agrees that such Assignment will not breach or violate any provision of the Agreement; and (ii) acknowledges and agrees that this letter satisfies any and all notice or other procedural requirements set forth in the Agreement with respect to the Assignment (including any time requirements related thereto). The Consent Party's consent will take effect immediately upon the closing of the Transaction.

Please execute this letter where indicated below and return it by email to **Alexis Marangi** at amarangi@advwaste.com. This letter may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile, .pdf or other electronic means shall be deemed to be their original signatures for all purposes.

Please note that the Transaction has not been publicly announced. Accordingly, we request that you treat this letter and its contents confidentially and refrain from disclosing such information to any other party.

Thank you for your consideration.

[Signature Page Follows]

CONFIDENTIAL

Sincerely,

Cottage Carting, Inc. DBA Marangi Disposal

/s/ Michael Marangi

By: _____

Name: Michael Marangi

Title: President

ACKNOWLEDGED, ACCEPTED AND AGREED:

TOWN OF WARWICK

By: _____

Name:

Title:

\$24,905



Miller Hydrogeologic Incorporated

P.O. Box 996 • 55 Main Street • Pine Bush, New York 12566 • (845)524-2059

July 5, 2024

Supervisor Jesse Dwyer
Town of Warwick
132 Kings Highway
Warwick, NY 10990

Re: Proposal for Well Testing, Data Collection and Analysis
Town of Warwick Well # 7
Town of Warwick
Orange County, New York
MHI Proposal No. 238-024.1

Dear Mr. Supervisor Dwyer:

Miller Hydrogeologic, Incorporated (MHI) is pleased to present this proposal to provide hydrogeologic services related to evaluation of the ground water supply at the referenced facility in the Town of Warwick, New York. Our project understanding and scope of work were developed based on a request from you and the Town's project engineer Jason A. Pitangaro, P.E., Pitangaro and Doetsch, Consulting Engineers, Middletown, NY. The scope of work described was developed from the requirements of the NYSDOH Appendix 5-D of the NY State Sanitary Code Part 5.

PROJECT UNDERSTANDING

The Town of Warwick is currently evaluating the development of a new well to add to their existing water supply and distribution system. As part of the project a new well was installed and developed according the NYSDOH Subpart 5-1, Appendix 5-B: Standards for Water Wells to meet the requirements of the New York State Department of Health, as administered by the Orange County Department of Health (NYSDOH-OCDOH).

You have requested that the be tested to determine its individual long-term yield and current water quality according to the NYSDOH Subpart 5-1, Appendix 5-D.4. In addition to the monitoring of water levels within the test well additional wells on adjacent Twon property may have to have their water levels monitored during the testing procedure. Near the conclusion of the well test a water quality sample will be obtained and submitted to a NYSDOH certified laboratory for water quality analysis according to the NYSDOH Part 5. Subpart 5-1. The results of the aquifer testing will be used as part of a submission to the NYSDOH-OCDOH to obtain a water use permits for the new well.



Supervisor Jesse Dwyer
July 5, 2024
Page 2 of 2

SCOPE OF WORK

The scope of work for this project was developed based on the standard testing required by the NYSDOH. In order to meet the goals of the project specific tasks have been identified and supplied as part of the request for proposal which include:

- Conduct a 72-hour aquifer test, collect water quality samples with laboratory analysis, and potential water level monitoring of additional off-site existing wells;
- Final reporting of well testing and hydrogeologic assessment to be submitted to the project engineer as part of the well permit application to the NYSDOH-OCDOH.

PROJECT COST

Detailed project costs have not been determined for the proposed scope of work as described for the bulleted items. These costs are presented in Attachment 1. Also, our proposal includes the installation of any temporary pumps/flow meters/discharge piping/generators/etc. that would be necessary to conduct the two 72-hour pumping portion of the testing.

Any out-of-scope meetings and/or out-of-scope work will be attended and/or performed as requested and billed on a time and materials basis in accordance with our attached fee schedule (Attachment 2). All out-of-scope services will be conducted only at the written request and direction of the Town of Warwick.

We thank you for the opportunity to submit this proposal and look forward to working with you toward the successful completion of the project. If the scope of work is satisfactory to you, please respond in writing as a notice for MHI to proceed. All final reports will be submitted to yourself and/or the project engineer when total project cost invoice payments have been received by MHI. If you should have any questions concerning our proposal or scope of work, please do not hesitate to contact me at (845) 524-2059 or Millerhydrogeologic@gmail.com.

Very truly yours,

Miller Hydrogeologic Incorporated

Robert T. Miller, PG
Hydrogeologist
President

ATTACHMENT 1

**TOWN WELL #7
WATER SUPPLY INVESTIGATION AQUIFER TESTING
TOWN OF WARWICK, ORANGE COUNTY, NEW YORK**

<u>MHI LABOR</u>			
	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
72 hour aquifer testing	48	\$85	\$4,080.00
Aquifer testing data reduction	8	\$85	\$680.00
Aquifer testing data analysis	16	\$125	\$2,000.00
Final reporting	24	\$125	\$3,000.00
AutoCad/Graphics	6	\$55	\$330.00
Administrative assistance	4	\$30	\$120.00
		MHI Labor Subtotal	\$10,210.00
<u>MHI EXPENSES</u>			
	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Reproduction/mail/phone/copy, etc.	N/A	N/A	\$50.00
Field Support Vehicle	5	\$125/day	\$625.00
Temporary pump installation/removal	1	\$1500/ea.	\$1,500.00
72 hour aquifer test generator/flowmeter/pressure transducer rentals, etc.	144	\$125/hr	\$9,000.00
		MHI Expense Subtotal	\$11,175.00
<u>SUBCONTRACTOR SERVICES</u>			
<u>Task/Expense</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Water quality testing (full NYSDOH Part 5)	1	\$3,200	\$3,200.00
MHI 10% markup on subcontractor services			\$320.00
		Subcontractor Services Subtotal	\$3,520.00
		TOTAL PROJECT COST	\$24,905.00
<p align="center">NOTE: The above proposed scope-of-work and estimated costs are project and site specific and are subject to change based on change in project scope or conditions encountered in the field. Any deviations from the proposed cost estimate which will increase the final costs will be submitted for approval prior to implementation. Any additional costs will be billed on a time and materials basis as outlined in the proposal description for cost estimates. All final invoice(s) will be prepared using actual equipment and hours.</p>			

ATTACHMENT 2

**MILLER HYDROGEOLOGIC INCORPORATED
2024 CONTRACT SCHEDULE OF FEES
GWI LABOR AND EXPENSE RATES**

I. MHI Labor							
Professional Service	Hourly Fees For Professional Personnel						
	Senior III	Senior II	Senior I	Staff III	Staff II	Staff I	Other
Quality Assurance/Quality Control (QA/QC)	\$130	\$115	\$100	*	*	*	*
Expert Witness							
1. Preparation	\$130	\$125	\$105	\$85	\$60	\$50	*
2. Testimony	\$175	\$150	\$120				
Project Management	\$125	\$100	\$90	\$85	\$60	\$50	*
Data Collection (Field Sampling and Oversight)	\$125	\$100	\$90	\$85	\$60	\$50	*
Data Evaluation							
1. Data Reduction	\$125	\$100	\$90	\$85	\$60	\$50	*
2. Data Analysis	\$125	\$100	\$90	\$85	\$60	\$50	*
Report Preparation	\$125	\$100	\$90	\$85	\$60	\$50	*
Meeting Attendance	\$125	\$100	\$90	\$85	\$60	\$50	*
Travel	\$75	\$50	\$45	\$45	\$30	\$25	*
Health and Safety	\$125	\$100	\$90	\$85	\$60	\$50	*
CAD/Drafting	*	*	*	*	*	*	\$55
Administrative Support Services	*	*	*	*	*	*	\$30
II. Direct Expenses							
Computer Expense							No charge
CAD Expense							No charge
Equipment Rental							At cost
Delivery							At cost
Lodging							At cost
Field Supplies							At cost
Miscellaneous							At cost
Health and Safety Equipment/Supplies							At cost
Phone and Fax							At cost
Per Diem							\$30/day
Field Support Vehicle							125/day
Reproduction							\$.15/page
III. Subcontractor Services							
Drilling Services							Cost plus 10%
Laboratory Analytical Services							Cost plus 10%
Professional Survey Services							Cost plus 10%
Other Specialty Services							Cost plus 10%
IV. Payment Terms and Conditions							
<ol style="list-style-type: none"> 1. Invoices shall be submitted on a monthly basis in accordance with the work contracted and performed for the period specified. 2. Payment is due upon receipt of invoice. The client shall pay an additional charge of 1-1/2 percent per month for any payment made more than 30 days after receipt of invoice. 3. Miller Hydrogeologic, Inc. reserves the right to suspend all professional services if payment is not received within 45 days of invoicing. 4. The client shall notify MHI within 10 days of receipt of invoice if client objects to all or a portion of the invoice and shall pay that portion of the invoice not in dispute. The parties shall immediately make an effort to settle the disputed invoice amount. 							

\$45,000

X

ATTACHMENT 1

PINE ISLAND WATER DISTRICT - WELL No. 7 CONNECTION
TOWN OF WARWICK WATER DEPARTMENT
TOWN OF WARWICK, ORANGE COUNTY, NEW YORK

COST ESTIMATE FOR 72-HOUR CONSTANT RATE AQUIFER TEST AND WATER QUALITY SAMPLING/ANALYSES

Task 1 -Background Continuous Water Level Monitoring

Project Management & Coordination	2	hours	\$145.00	\$290.00
Field Hydrogeologist Transducer Installation, Data Download	8	hours	\$95.00	\$760.00
AutoCad Technician - Hydrographs, Tables & Figures Prep	4	hours	\$75.00	\$300.00
Transducer & Reader Rental (3 units)	1	week	\$1,500.00	\$1,500.00
Company Truck	2	days	\$150.00	\$300.00
Misc. Direct Expenses	1	each	\$50.00	\$50.00

Task 1 Subtotal \$3,200.00

Task 2 -Aquifer Testing - 72-hr Constant Rate Aquifer Test

Project Management & Coordination	8	hours	\$145.00	\$1,160.00
Senior Hydrogeologist Aquifer Test Analyses	24	hours	\$175.00	\$4,200.00
Field Hydrogeologist Oversight/Inspection/Data Collection	36	hours	\$95.00	\$3,420.00
AutoCad Technician - Hydrographs, Tables & Figures Prep	4	hours	\$75.00	\$300.00
Transducer & Reader Rental (3 units)	2	weeks	\$1,500.00	\$3,000.00
Company Truck	5	days	\$150.00	\$750.00
Misc. Direct Expenses	1	each	\$150.00	\$150.00

Subcontractor Pump & Generator Services (72-hr Test)

Temporary pump installation and piping	1	each	\$2,500.00	\$2,500.00
72-hour constant rate aquifer test	1	each	\$10,800.00	\$10,800.00

Task 2 Subtotal \$26,280.00

Task 3 -Water Quality Sampling & Analyses

Project Management & Coordination	2	hours	\$145.00	\$290.00
Field Hydrogeologist Oversight/Inspection/Data Collection	12	hours	\$95.00	\$1,140.00
Turbidity/Multi-Parameter Meter Rental	1	week	\$500.00	\$500.00
Meters/Transducers/MPA Equipment Return Shipping	1	each	\$250.00	\$250.00
Company Truck	2	days	\$150.00	\$300.00
Misc. Direct Expenses	1	each	\$50.00	\$50.00

Subcontractor Laboratory Analytical Services

NYSDOH Part 5 Analytical Lists	1	each	\$3,500.00	\$3,500.00
Microbial Particulate Analyses (MPA), if required	1	each	\$1,300.00	\$0.00

Task 3 Subtotal \$6,030.00

Ground Water Investigations-Hydrogeology, P.C.

ATTACHMENT 1

**PINE ISLAND WATER DISTRICT - WELL No. 7 CONNECTION
TOWN OF WARWICK WATER DEPARTMENT
TOWN OF WARWICK, ORANGE COUNTY, NEW YORK**

COST ESTIMATE FOR 72-HOUR CONSTANT RATE AQUIFER TEST AND WATER QUALITY SAMPLING/ANALYSES

Task 4 - Project Management & Reporting

Hydrogeologist - Project Management & Reporting	24	hours	\$145.00	\$3,480.00
Senior Hydrogeologist Aquifer Test Analyses	24	hours	\$175.00	\$4,200.00
Hydrogeologist - Data Reduction and Analyses	8	hours	\$145.00	\$1,160.00
AutoCad Technician - Hydrographs, Tables & Figure Prep.	8	hours	\$75.00	\$600.00
Direct Expenses (Reproduction/Shipping)	1	each	\$50.00	\$50.00
			Task 4 Subtotal	\$9,490.00
			<u>Estimated Grand Total</u>	<u>\$45,000.00</u>

Notes/Assumptions:

Task 1 - assumes that continuous water levels will be recorded from at least 3 locations (1 onsite 8-inch well & 2 neighboring supply wells) for a minimum of 1 week prior to commencement of aquifer test.

Task 2 - assumes that continuous water levels will be recorded from at least 3 locations (1 onsite 8-inch well & 2 nearby supply wells) during 72-hour pumping period, and for a minimum of 1 week after cessation of aquifer test pumping during the water level recovery period.

Task 3 - assumes that a water quality sample will be collected on the last day of the 72-hour aquifer test from the 8-inch production well and will be analyzed for NYSDOH Part 5 List of analytical parameters.

- assumes that NYSDOH Part 5 analyses to be required will include: Tables 8A, 8B, 8C, 8D, 9B, 9C (excluding EPA Methods 547, 548, 549, & 1613 analyses); and NYSDOH Part 5 Tables 10, 11 & 12.

*- assumes that MPA sampling is **NOT** Required.*

Ground Water Investigations-Hydrogeology, P.C.



Proposal For: TOWN OF WARWICK
Matt McPherson
50 State School Rd.
Warwick, NY 10990
Phone: 845-978-3435

John Fuhrman
Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
Phone: +1 (262) 521-8589
john.fuhrman@xylem.com

Item Pricing Summary

Item	Part No Description	Qty	Net Price	Ext Price
1	W2T424409 HYDROSAND;0.45MM +/-0.05 MM, 50# BAG	290 BAG	\$21.43	\$6,214.70
2	W2T42527 GASKET,0.19"TH X 3"W X 50'LG, NEOP SPONGE	4 ROL	\$229.09	\$916.36
3	W2T441323 GSKT, SEAL; STRIP;1 IN;0.1875 IN THK; NPRN	1 ROL	\$88.55	\$88.55

Currency: USD

Quote Totals

Item(s) Subtotal:	\$ 7,219.61
Shipping and handling:	\$ 1,562.00
Total Net Price:	\$ 8,781.61

Proposal Notes

Lead time 3-4 weeks ARO

***Lift gate truck required for delivery**

***Sieve analysis required from bagged product prior to shipment**

Material Escalation

Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 306.8 for Sep of 2023. If the MMPI exceeds 312.9 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 312.9.

Our Manufacturer Rep in your area is:

Representative: Ralph Tingler
Company: Envirolutions, LLC
List Address: 884 Dow Road
Bridgewater, NJ, 8807
Phone: (908) 296-3653
Email: rtingler@envirolutions.com

Payment Terms and Delivery

PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Shipping Information

- Prepaid and Add: Shipping and Handling Charge

Terms

- This quote is valid until 08-09-2024
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions

Sales Tax & GST

- The pricing provided in this proposal does not include applicable Sales Tax or GST.
- If your company is exempt from Sales Tax or GST, or eligible for a reduced rate of tax, a tax exemption certificate must be provided no later than with your purchase order.
- If a timely, valid exemption certificate or other documentation is not provided, any applicable Sales Tax or GST will be invoiced and payable.
- New customers may be required to supply a signed credit application to be approved for credit terms.
- NOTE: You may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs/>. Ask us how to avoid paying fees by migrating to ACH CTX payment type.

Purchase Order

- Customer must provide a VALID hard copy Purchase Order reflecting N30 - Net 30 days terms for all services/equipment. If a VALID hard copy Purchase Order cannot be provided, a credit card payment must be received in advance of the order.
- VALID hard copy Purchase Order should be sent to john.fuhrman@xylem.com
- If paying by credit card in lieu of Purchase Order, contact your Sales Representative.

You may also mail to:

Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188

Payment SHOULD NOT be sent to this above address.

Evoqua Water Technologies Banking Details

ACH - CTX

Evoqua's preferred payment method is via ACH - CTX:

JP Morgan Chase Bank
Attn: Evoqua Water Technologies, LLC
Account #: 603148011
Swift Code: CHASUS33
ACH Routing / ABA: 044000037
Wire Routing / ABA: 021000021
Remittance details should go to: electronicfunds@evoqua.com

PAPER CHECKS VIA POSTAL SERVICE

Paper checks via Postal Service:

Send to our Lockbox, address is:
Evoqua Water Technologies LLC
28563 Network Place
Chicago, IL 60673-1285

PAPER CHECKS VIA OVERNIGHT / COURIER **Paper checks via Overnight / Courier:**

JP Morgan Chase Bank
Attn: Evoqua Water Technologies Lockbox 28563
131 S Dearborn, 6th Floor
Chicago, IL 60603
Remittance details should go to: electronicfunds@evoqua.com

**** If ever instructed to change banking information, contact us immediately at 1-800-466-7873 ****

STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within N30 - Net 30 days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.

3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are FOB Shipping Point, or for international orders, ExWorks Seller's factory (INCO™ Terms 2020). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.

4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software, and other information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any written material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.

5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance. If Buyer requests a proposal for a change in the Work from Seller and subsequently elects not to proceed with the change, a change order shall be issued to reimburse Seller for reasonable costs incurred for estimating services, design services, and services involved in the preparation of proposed changes.

6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, including overhead and profit, for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.

7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the

earlier of (i) eighteen (18) months from delivery of the Work, or (ii) twelve (12) months from Buyer's initial operation of the Work, or in the case of services performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (i) promptly notifying Seller of any claim, and (ii) providing reasonable cooperation in the defense of any claim. Buyer shall indemnify, defend, and hold harmless Seller from any claim, cause of action, or liability incurred by Seller as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Buyer's negligence. Buyer shall have the sole authority to direct the defense of and settle any such indemnified claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business, and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may, in addition to any other available remedy, terminate this agreement for a material breach upon issuance of a written notice of the breach and expiration of a thirty (30) day cure period. In the event of (i) a voluntary or involuntary petition in bankruptcy, (ii) an assignment for the benefit of a creditor, or (iii) a receivership, liquidation, or dissolution, Seller may terminate the agreement immediately, in addition to seeking any other available remedy. If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** In the event of any claim, dispute, or controversy arising out of or relating in any way to this Agreement (collectively, a "Claim"), Seller and Buyer shall first negotiate in good faith in an effort to resolve the Claim. If, despite good faith efforts, the parties are unable to resolve a Claim through negotiations, the parties shall mediate the Claim in accordance with the commercial mediation procedures of the American Arbitration Association ("AAA"), with such mediation to take place in Pittsburgh, Pennsylvania. If the parties are unable to resolve the Claim through such mediation, then the Claim shall be resolved through final and binding arbitration pursuant to the commercial arbitration procedures of the AAA, with such arbitration to take place in Pittsburgh, Pennsylvania before one arbitrator, who shall have authority to rule on jurisdiction over the Claim. Seller and Buyer agree to the exclusive jurisdiction of the federal and state courts situated in Allegheny County, Pennsylvania for purposes of entering judgment upon the arbitrator's award. The substantially prevailing party, as determined by the arbitrator, shall be entitled to recover all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees and expert witness fees, incurred in connection with the Claim. In case of an Agreement under which Seller ships the Work outside of the United States, or under which Seller's and Buyer's places of business are in different countries, any Claim which is not resolved by the good faith negotiations and mediation required by this Section shall then be determined by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration taking place in Pittsburgh, Pennsylvania, USA, before one arbitrator, with English as the language of the arbitration. This Agreement and any Claim shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law principles thereof.

12. **Export Compliance.** All items, and technologies, software, and work products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any diversion contrary to U.S. law is prohibited. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Work provided under this Agreement, including any export

license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **Anti-Kickback Statute - Discounts.** It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Seller shall provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

14. **Federal Program Participation.** Seller represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. Seller will notify Buyer of any change in the status of the representations and warranties set forth above.

15. **Limitation of liability.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

16. **Miscellaneous.** These terms, together with any related Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Only in the event that the Work contemplated in this Order is related to the provision of medical devices, the following additional terms apply:

17. **Medical Devices Act and Regulatory Disclaimer.** Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Seller within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Buyer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices. Although Seller has the required registrations, approvals, and licenses (e.g., U.S. 510(k) pre-market notifications) for all or substantially all of its systems, the purchase of parts and system components from Seller does not provide 510(k) compliance or compliance under any other law, rule or regulation for Buyer's system.

Only in the event that the Work contemplated in this Order is related to the provision of leased or rented equipment ("Leased Equipment"), the following additional terms apply:

18. **Rental Equipment / Services.** Any Leased Equipment provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

Accepted by: _____

Print: _____

Date: _____